

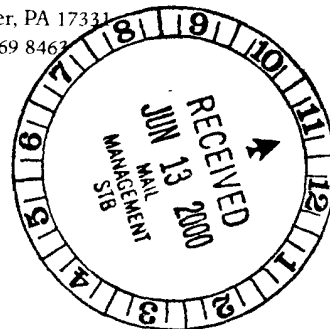


June 1, 2000

Mr. Vernon A. Williams, Secretary
Attn: Taledia M. Stokes
Surface Transportation Board
1925 K Street N.W.
Suite 700
Washington, D.C. 20423

RECORDATION NO. **20012-A** FILED
JUN 15 '00 11-12 AM
75
SURFACE TRANSPORTATION BOARD

Allfirst Bank
13 Baltimore Street
Hanover, PA 17331
1 800 269 8462



Dear Secretary:

I have enclosed an original and one copy/counterpart of the document(s) described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Release of Lien, a secondary document, dated June 1, 2000.

The primary document to which this is connected is recorded under Recordation No. 20012, recorded on April 11, 1996.

The names and addresses of the parties to the documents are as follows:

Bank: Farmers Bank, A Division of Dauphin Deposit Bank and Trust Company
n/k/a Allfirst Bank, 13 Baltimore Street, Hanover, PA 17331

Borrower: Cryo-Trans, Inc., Three Hill Street, P.O. Box 417, Mt. Airy, MD 21771

A description of the equipment covered by the document follows:

9 Railroad Box Cars with Reporting Marks
CRYX 1400 and CRYX 1421 - CRYX 1428 inclusive.

A fee of \$26.00 has been forwarded on May 16, 2000. Please return the original and any extra copies not needed by the Board for recordation to Allfirst Bank.

A short summary of the document to appear in the index follows: Termination between Farmers Bank, A Division of Dauphin Deposit Bank and Trust Company n/k/a Allfirst Bank and Cryo-Trans, Inc., dated May __, 2000, and covering 9 Railroad Box Cars with Reporting Marks CRYX 1400 and CRYX 1421 - CRYX 1428 inclusive, and connected to Security Agreement - Specific Collateral with Recordation No. 20012.

Very truly yours,

Douglas A. Seibel
Vice President
Corporate Lending

DAS/jas
Enclosure(s)

RELEASE OF LIEN

RECORDATION NO. 20012-A FILED

Made this 1st day of June, 2000.

JUN 15 '00 11:12 AM

Name/s of BORROWER/S: CRYO-TRANS, INC.

SURFACE TRANSPORTATION BOARD

Name/s of BANK/S: FARMERS BANK, A Division of Dauphin Deposit Bank and Trust Company,
n/k/a ALLFIRST BANK

DATE of Security Agreement: April 2, 1996 Original Security Agreement Amount: \$1,350,000
Security Agreement RECORDED on April 11, 1996, in the Surface Transportation Board Office, with
RECORDATION NO. 20012.

Brief DESCRIPTION Equipment:

9 Railroad Box Cars with Reporting Marks CRYX 1400 and CRYX 1421 - CRYX 1428 inclusive

The undersigned hereby certify/ies that the debt secured by the above-mentioned Security Agreement
has been fully paid or otherwise discharged and that upon the recording hereof said Security Agreement shall
be and is hereby fully and forever satisfied and discharged.

IN WITNESS WHEREOF the undersigned executed this Release of Lien on the 1st day of June
A.D. 2000.

WITNESS PRESENT

FARMERS BANK, A Division of Dauphin Deposit Bank and
Trust Company n/k/a ALLFIRST BANK

[Signature]
Assistant Secretary Keith A. Mummert
SVP

By: [Signature] (SEAL)
Douglas A. Seibel, Vice President

COMMONWEALTH OF PENNSYLVANIA ss:
COUNTY OF YORK

ON THIS, the 1st day of June A.D. 2000, before me, a notary public, the undersigned officer,
personally appeared DOUGLAS A. SEIBEL, who acknowledged himself to be the Vice President of Allfirst
Bank (formerly known as Farmers Bank, A Division of Dauphin Deposit Bank and Trust Company), a
corporation, and that he as such Vice President is authorized to do so, executed the within instrument for the
purposes therein contained by signing the name of the corporation by himself as the Vice President.

In witness whereof, I hereunto set my hand and official seals.

My Commission Expires: 10-14-2000

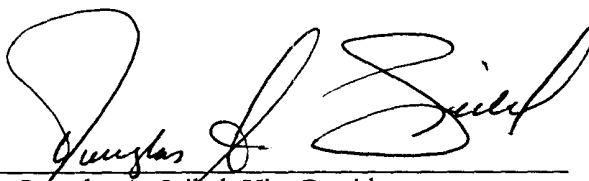
[Signature]
Notary Public

Notarial Seal
Julie A. Sterner, Notary Public
Hanover Boro, York County
My Commission Expires Oct. 14, 2000
Member, Pennsylvania Association of Notaries

I, Douglas A. Seibel, certify that I am Vice President of Allfirst Bank f/k/a Farmers Bank, A Division of Dauphin Deposit Bank and Trust Company, a party to the transactions represented by the following secondary document being recorded today: Release of Lien dated June 1, 2000, between CRYO-TRANS, INC. and FARMERS BANK, A Division of Dauphin Deposit Bank and Trust Company n/k/a ALLFIRST BANK. The Primary Document to which this is connected is recorded under Recordation No. 20012. I have compared the copies with the original and found the copies to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

ALLFIRST BANK
f/k/a Farmers Bank, A Division of Dauphin Deposit Bank
and Trust Company

Dated: June 1, 2000

By: 
Douglas A. Seibel, Vice President

Sworn to and subscribed before me
This 1st day of ~~May~~ June, 2000.


Notary Public

My commission expires:

Notarial Seal
Julie A. Sterner, Notary Public
Hanover Boro, York County
My Commission Expires Oct. 14, 2000
Member, Pennsylvania Association of Notaries

Security Agreement-Specific Collateral

20012



APR 11 1996 9:25 AM

Date April 2, 1996

CRYO-TRANS, INC. Three Hill Street, P.O. Box 417, Mt. Airy, Frederick Co., MD
(Name of Borrower) (No. & Street) (City) (County) (State)

(herein called "Borrower"), by this Agreement (the "Agreement") hereby grants to FARMERS BANK, a Division of Dauphin Deposit Bank and Trust Company, (herein called "Bank") a present and continuing security interest in the following described Collateral, together with all necessary equipment, parts, accessories, attachments, additions, accessions to, substitutions for and all replacements thereof, products and proceeds of the foregoing, including without limitation, proceeds of insurance policies insuring the Collateral, cash proceeds, non-cash proceeds, cash proceeds acquired with non-cash proceeds and proceeds of proceeds; now or hereafter installed in, affixed to or used in connection with said Collateral (herein collectively called the "Collateral"):

Description of Collateral

Schedule A

Suretyship

1. The interest of Bank in the Collateral shall secure Borrower's obligation to pay: (a) the ~~note~~ of Borrower (the "Note"), of even date herewith, payable to Bank, in the face amount of One Million Three Hundred Fifty Thousand Dollars (\$ 1,350,000.00-----),

with interest thereon if therein specified, payable in full on or before April 2, 2001 including any extensions, renewals, refinancings and modifications thereof and substitutions therefor; (b) all costs and expenses incurred by Bank in the collection and enforcement of the Note and other indebtedness of Borrower to Bank described herein and the security therefor; (c) all expenditures of Bank for taxes, levies, insurance, repairs to and maintenance of the Collateral, ~~and all other expenses incurred by Bank in the collection and enforcement of the Note and other indebtedness of Borrower to Bank described herein and the security therefor;~~ and (e) interest on all of the foregoing. The term "indebtedness", as used herein, means the Borrower's obligations to Bank stated above.

If the Collateral is or is to be affixed to realty, the address, the record owner and the record reference is as follows:

COVENANTS OF BORROWER:

2. Borrower warrants that its principal place of business is located at the address set forth at the beginning of this Agreement, that the Collateral will be held by Borrower at that address and that all of Borrower's records concerning the Collateral are and will be maintained at that address; Borrower shall not change the place where it maintains the Collateral without Bank's written consent.

If not at principal place of business, the Collateral will be located at _____

3. Borrower agrees that it assumes full responsibility for preservation of the Collateral, including taking any steps necessary to preserve any right of Borrower or Bank in it against prior parties, whether or not Bank is then in possession of the Collateral. With respect to Collateral in its possession, Bank shall be deemed to have exercised reasonable care, except as to any action Borrower shall reasonably request in writing; no omission to do any act not requested by Borrower shall be deemed a failure to exercise reasonable care, and no omission to comply with any request of Borrower shall of itself be deemed a failure to exercise reasonable care.

4. Borrower agrees to maintain insurance on the Collateral in amounts and in companies satisfactory to Bank, insuring against such hazards as shall be required by Bank. Bank may require that the policies of such insurance shall contain such Lender's Loss Payable Clauses executed in favor of Bank as Bank may require and under which all losses thereunder shall be paid first to Bank as its interest may appear and then to Borrower. Borrower will furnish to Bank any original policies of insurance, original certificates of insurance or such other evidence of insurance as Bank may require. Borrower hereby agrees that in the event Borrower fails to procure or cause to be procured any such insurance or to pay or cause to be paid the premium on any such insurance, Bank may do so for Borrower and add any such amounts to the principal sum owed by Borrower to Bank. Borrower hereby assigns to Bank any returned or unearned premiums which may be due to Borrower upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay Bank any amounts so due. Bank is hereby appointed Borrower's Attorney-in-fact to endorse any draft or check which may be payable to Borrower in order to collect such returned or unearned premiums or the proceeds of such insurance; any amounts so collected may be applied by Bank to any amount then owing by Borrower to Bank.

5. Borrower will do or permit to be done all things necessary to perfect the security interest created hereunder in the Collateral and will pay all costs of filing any financing, continuation, or termination statement with respect to the security interest created by this Agreement; Bank is hereby appointed Borrower's Attorney-in-fact to do all things which Bank may deem necessary to perfect or to continue existing perfection in any security interest created by this Agreement and to protect the Collateral. Whenever, and as frequently as requested by Bank, Borrower will execute and deliver to Bank, in the form satisfactory to Bank, any financing statement, subordination agreement or other instrument, accompanied by such information and by such other documents and/or copies thereof as required by Bank, and to take such other action as Bank may deem necessary to perfect Bank's security interest against the rights or interests of third persons.

FURTHER COVENANTS OF BORROWER:

6. Borrower further warrants, covenants and agrees as follows:

(a) That, unless otherwise noted in this Agreement, the Collateral shall at all times be considered as personally; that the collateral is not and will not be so affixed or related to the realty of Borrower or of any other person as to be a part thereof or become in any sense a fixture, or if the Collateral has become a fixture before Bank's security interest therein is perfected and the Collateral is or may become subject to a lien on said real estate, that Borrower will arrange to subordinate the lien on real estate to the rights and priorities of Bank's security interest hereunder; if the Collateral is or may become subject to the lien of a landlord, that Borrower will, on demand of Bank, furnish a landlord's waiver satisfactory to Bank.

(b) Borrower has or will acquire title to the Collateral and will at all times keep the Collateral free of all liens and encumbrances, except the security interest created hereby, and has full power and authority to execute this Agreement, to perform Borrower's obligations hereunder, and to subject the Collateral to the security interest created hereby. No financing statement covering all or any part of the Collateral, except any which may have been filed by Bank, is on file in any public office. Neither the execution of this Agreement nor the perfection of the interest created herein will breach any other agreement to which the Borrower is a party.

(c) Borrower will at all times keep accurate and complete records of Collateral and the proceeds thereof, and it will submit to Bank, in form satisfactory to Bank, such certificates, reconciliations and schedules relating to the Collateral, and such other information concerning Borrower's business affairs, as Bank may from time to time require.

(d) The Collateral will be kept in as good condition and repair as it now is, reasonable wear and tear excepted, and that the expense of any repairs and maintenance will be borne solely by Borrower; that the Collateral will not be used or be permitted to be used illegally.

(e) Borrower will pay promptly all taxes and assessments on the Collateral, its use, and on this Agreement.

(f) Borrower will not abandon, conceal, injure, or destroy the Collateral, nor deface any identifying marks thereon.

(g) That Bank, or any of its agents, shall have the right to call at Borrower's place or places of business during normal business hours at intervals to be determined by Bank, and without notice, hindrance or delay, inspect the Collateral, audit, check and make extracts from the books, records, journals, orders, receipts, correspondence and other data relating to the Collateral.

(h) Borrower will not grant to any third person a security interest in the Collateral, nor otherwise sell, assign or encumber, the Collateral without the prior written permission of Bank. Borrower may lease the Collateral in the ordinary course of its business.

EVENT OF DEFAULT: *material

7. The occurrence of any one or more of the following events shall constitute an event of default by Borrower hereunder:

(a) Borrower shall fail to make any payment on the Note or meet any other liability to Bank ~~within 10 days~~ within 10 days of its due date

(b) Borrower shall fail to observe or perform any obligation, term, condition or provision of Borrower under this Agreement or any other agreement, document, certificate, instrument of security of guaranty given by Borrower to Bank; and such failure is not cured in 30 days

(c) Any representation, warranty or certificate made or furnished by Borrower to Bank in connection with this Agreement or any other agreement, document, certificate, instrument of security of guaranty given by Borrower to Bank or in any certificate, financial statement or separate assignment made hereunder shall be materially false;

(d) Borrower shall make an assignment for the benefit of its creditors;

(e) Proceedings in bankruptcy or for reorganization of Borrower or for the readjustment of any of its debts under the Bankruptcy Act, as amended, or in any part thereof, or under any other act or law, whether state or federal, for the relief of debtors now or hereafter existing, shall be commenced by or against Borrower, in the case of an involuntary proceedings, is not discharged and in 60 days

Schedule "A"

9 Railroad Box Cars with Reporting Marks
CRYX 1400 and CRYX 1421 - CRYX 1428 inclusive

CERTIFICATION

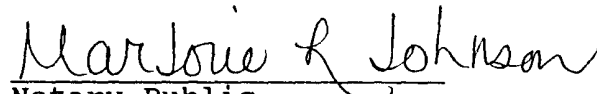
I am an attorney for Farmers Bank, A Division of Dauphin Deposit Bank and Trust Company, a party to the transactions represented by the following primary document being recorded today: Security Agreement-Specific Collateral dated April 2, 1996, between CRYO-TRANS, INC. and FARMERS BANK, A DIVISION OF DAUPHIN DEPOSIT BANK AND TRUST COMPANY. I have compared the copies with the original and found the copies to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Eugene E. Pepinsky, Jr.

Dated: April 2, 1996

Sworn to and subscribed
before me this 8th day
of April, 1996.



Notary Public

